

**CALIFORNIA DEPARTMENT OF HEALTH SERVICES
CHILDREN'S MEDICAL SERVICES BRANCH**

REQUEST FOR APPLICATION

FOR THE

**CALIFORNIA CHILDREN'S SERVICES
HIGH RISK INFANT FOLLOW UP PROGRAM**

FEBRUARY 14, 2006



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**CHILDREN'S MEDICAL SERVICES BRANCH
CALIFORNIA CHILDREN'S SERVICES
HIGH RISK INFANT FOLLOW UP PROGRAM
REQUEST FOR APPLICATION**

I. INTRODUCTION AND GENERAL INFORMATION

A. Purpose

The California Children's Services (CCS) program, administered by the Children's Medical Services (CMS) Branch within the California Department of Health Services (CDHS), is requesting Applications from select agencies to provide Coordinator services to facilitate the delivery of high risk infant follow-up (HRIF) services. HRIF services include, but are not limited to:

1. Interim comprehensive history and physical examination with neurologic assessment;
2. Developmental assessment;
3. Family psychosocial assessment;
4. Hearing evaluation;
5. Ophthalmologic assessment;
6. Coordinator services;
7. Home assessment as needed (based on medical necessity);
8. Outcome data collection and reporting; and
9. Program monitoring and patient tracking.

This HRIF Request for Application (RFA) is a formal solicitation for Applications from CCS approved Regional Neonatal Intensive Care Units (NICU) to provide these Coordinator services. A Regional NICU is defined as a nursery that has the capability of providing a full range of neonatal care services (intensive, intermediate, and continuing care) including neonatal surgery for severely ill neonates and infants. Applicants must maintain their status as a CCS approved Regional NICU for the duration of this Contract. Also, Applicants must be members of the California Perinatal Quality Care Collaborative (CPQCC) and maintain that membership for the duration of this Contract.

It is the intent of the Branch to strengthen the role of the coordinator in CCS HRIF programs. This Application provides direct support of a coordinator position at each CCS approved Regional NICU and increases the necessary services that can be provided by all NICU HRIF programs.

B. Overview: The Children's Medical Services Branch

CMS Branch is in the Primary Care and Family Health Division of the California Department of Health Services. The CMS Branch's mission is to assure the health of California's children. The Branch provides a comprehensive system of

health care for children through preventive screening, diagnostic, treatment, rehabilitation, and follow-up services.

CMS is responsible for administering the following four statewide programs:

1. California Children's Services (CCS), which includes the Medical Therapy Program (MTP) and the High Risk Infant Follow Up (HRIF) Program;
2. Child Health and Disability Prevention (CHDP) Program, which includes the Health Care Program for Children in Foster Care (HCPCFC);
3. Newborn Hearing Screening Program (NHSP); and
4. Genetically Handicapped Persons Program (GHPP).

a. California Children's Services (CCS)

The CCS program provides a full range of diagnostic and treatment services for children under twenty-one (21) years of age with CCS-eligible medical conditions. Services include hospital and physician care, laboratory and X-ray, durable medical equipment, pharmacy, home health, home infusion, multi-specialty and multidisciplinary team care, orthodontic services for severe malocclusion, physical and occupational therapy, case management services and assistance in traveling to health care services. Examples of CCS-eligible conditions include, but are not limited to, chronic medical conditions such as cystic fibrosis, hemophilia, cerebral palsy, heart disease and cancer; traumatic injuries; and infectious diseases producing major sequelae. CCS also provides medical therapy services that are delivered at designated public school sites.

The CCS program is administered as a partnership between county health departments and CDHS. Currently, approximately 80 percent (80%) of CCS-eligible children are also Medi-Cal eligible. The Medi-Cal program reimburses for their medically necessary health care. Ten percent (10%) of the children are Healthy Families subscribers and ten percent (10%) either have no health insurance or insurance during only part of the year.

In counties with populations greater than 200,000 (independent counties), county staff perform all case management activities for eligible children residing within their county. This includes determining all phases of program eligibility, evaluating needs for specific services, determining the appropriate provider(s), and authorizing and paying for medically necessary care. For counties with populations under 200,000 (dependent counties), the CMS Branch provides case management and medical eligibility and benefits determination through its regional offices located in Sacramento, San Francisco, and Los Angeles. Dependent counties interact directly with families and make decisions on financial and residential eligibility. The regional offices also provide consultation, technical assistance, and oversight to independent counties, individual

CCS paneled providers, hospitals, and the special care centers within their region.

Children eligible for CCS must be residents of the California County in which they apply, have CCS eligible conditions, and have family adjusted gross income of forty thousand dollars (\$40,000) or less in the most recent tax year. Children in families with higher incomes may still be eligible for CCS if the estimated out-of-pocket cost of care for the child's CCS eligible condition is expected to exceed 20 percent of the family's adjusted gross income during a one-year period.

CCS currently provides services to approximately 185,000 children through a network of CCS paneled specialty and subspecialty providers and special care centers.

The CCS program, as California's Title V program for children with special health care needs, is specifically mandated by the Omnibus Reconciliation Act of 1989 to provide and promote family-centered, community-based, coordinated care for children with special health care needs, and facilitate the development of community-based systems of services for such children and their families (Section 501 (l) (D) of Title V of the Social Security Act.)

b. CCS Medical Therapy Program (MTP)

The CCS MTP provides out-patient physical therapy, out-patient occupational therapy, and Medical Therapy Conference (MTC) services to children who meet specific medical eligibility criteria. These services are provided at a Medical Therapy Unit (MTU) located on a public school site. Licensed physical therapists and licensed occupational therapists, who are county employees, provide evaluation, treatment, consultation services, and case management to children with conditions such as cerebral palsy and other neurologic and musculoskeletal disorders.

c. High Risk Infant Follow Up (HRIF) Program

The CCS HRIF program started in the late 1970's to identify children who might develop CCS eligible conditions after discharge from a CCS approved NICU. CCS program standards require that each CCS approved NICU ensure the follow-up of discharged high risk infants and that each NICU shall either have an organized program or a written agreement for provision of these services by another CCS approved NICU. The HRIF programs have been considered outpatient CCS Special Care Centers (SCC) and have been allowed to bill for a limited range of SCC diagnostic services. These services have been incorporated into a

unique Service Code Grouping (SCG 06) as a result of a change in the authorization of services.

The CCS HRIF program has provided a limited number of core diagnostic services for infants up to three years of age. The following diagnostic services have been reimbursable to a CCS HRIF program:

- (1) An interim comprehensive history and physical examination, including neurologic assessment;
- (2) A developmental assessment (equivalent to the Bayley Scales of Infant Development);
- (3) A family psychosocial assessment;
- (4) A hearing evaluation; and
- (5) An ophthalmologic assessment.

Also, HRIF Coordinator services have been reimbursable (including assisting families in accessing identified, needed interventions and facilitating linkages to other agencies and services).

The restructured CCS HRIF program is scheduled to start on July 1, 2006. The program will be available to infants who meet CCS HRIF medical eligibility criteria **and**, met CCS medical eligibility criteria for NICU care or had a CCS eligible medical condition during their stay in a CCS approved NICU, even if they were never CCS clients. Also, the program will be available to infants who leave the NICU with a CCS eligible medical condition.

For information on CCS eligible medical conditions, see the California Code of Regulations, Title 22, Section 41800, et seq.

II. HRIF RFA Overview

The HRIF RFA is a structured Application that is designed to make responding to the Application relatively simple. Each Applicant is required to complete the **Certification of Agreement (Attachment 2) Checklist**. The Checklist delineates key RFA expectations that each Applicant must have in place or agree to perform. The Applicant does not need to develop a Scope of Work but must agree to the standardized **Exhibit A: Scope of Work** that has been developed for all Applicants. Finally, each Applicant is required to develop a budget and budget justification. It is expected that the majority of the funding will be budgeted for personnel costs associated with the HRIF Coordinator position.

Applicants submitting an Application in response to this RFA shall sign a written **Certification of Agreement Checklist (Attachment 2)** that indicates:

- A. The Applicant is a nonprofit organization.
- B. The Applicant has a past record of sound business integrity and a history of being responsive to past contractual obligations.
- C. The Applicant is financially stable, solvent, and has adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State.
- D. The Applicant has read and is willing to comply with all terms, conditions, and Contract exhibits addressed in the RFA.
- E. The Applicant agrees to contain its indirect costs at a percentage rate not to exceed twenty-two percent (22%) of personnel costs including benefits.
- F. The Applicant is a CCS approved Regional NICU and agrees to maintain that status for the duration of the Contract.
- G. The Applicant is a California Perinatal Quality Care Collaborative (CCPQC) partner and agrees to maintain that partnership for the duration of the Contract.
- H. The Applicant agrees to fulfill all responsibilities and deliverables outlined in the RFA **Exhibit A: Scope of Work**, including but not limited to:
 - 1. The Applicant agrees to report data and participate in the program evaluation activities, as specified by CMS Branch.
 - 2. The Applicant will assure that the HRIF Coordinator for this project will be a CCS paneled provider and be licensed as a Registered Nurse, Medical Social Worker, Occupational Therapist, Physical Therapist, or Psychologist.
 - 3. The Applicant will assure that the HRIF Coordinator should have at least two (2) years experience in a Regional or Community NICU; one (1) year of which should be in an HRIF program or as a discharge planner for an NICU and/or in a community-based Medically Vulnerable Infant Program. This experience may have been at a comparable out-of-state facility.
 - 4. The Applicant will assure that the HRIF Coordinator will be paid through the Contract and shall not use the HRIF fee-for-service billing codes to reimburse any services the HRIF Coordinator provides under this Contract. For a list of these billing codes, see **Exhibit L: CCS Program Service Code Grouping 06 – HRIF Program**.

III. RFA TIMELINE

The following sequence of steps and tentative Timeline will be used in the Application process.

RFA ACTIVITY	DATES
CMS Branch Releases RFA	February 14, 2006
Applicant Submits Written Questions	March 2, 2006
Applicant Advises of Intent to Participate in Conference Call	March 3, 2006
Applicant Teleconference	March 8, 2006
CMS Branch Emails Written Responses to Applicant's Questions	March 10, 2006
Applicant Submits Application	March 17, 2006
CMS Branch Issues Award Letters	March 24, 2006
Last Date for Applicant to Submit Appeal	March 31, 2006
Contract Term Commences	July 1, 2006
Contract Term Ends	June 30, 2009

IV. FUNDING LEVEL AND CONTRACT TERM

- A. A total of \$2.3 million will be available in FY 2006-07 to support statewide implementation of the services and activities of the HRIF.
- B. A total of \$100,000 will be available for each Contractor in FY 2006-07 to implement the requirements of this RFA.
- C. Each Contract will be awarded for a three year term with the option of extending for an additional two (2) years. The term of the Contract period is from July 1, 2006 through June 30, 2009, subject to an appropriation of funds in FY 2006-07, 2007-08, and 2008-09.
- D. The continued funding of each HRIF for FYs 2007-08 and 2008-09 is contingent upon the availability of funds, upon HRIF Contractor performance and compliance with Contract requirements.

V. APPLICANT QUESTIONS

- A. What to Include in an Inquiry

Immediately notify CDHS if you need clarification about the services sought or have questions about the RFA instructions or requirements. Put your inquiry in writing and transmit it to CDHS as instructed below. At its discretion, CDHS reserves the right to contact an inquirer to seek clarification of any inquiry received. Applicant questions shall include the following:

1. Your name, name of your organization, mailing address, area code and telephone number, and fax number.
2. A description of the subject or issue in question or discrepancy found.
3. The RFA section, page number or other information useful in identifying the specific problem or issue in question.

B. Question Deadline

Applicants shall submit written inquiries about this RFA to CDHS **by 4:00 p.m. on March 2, 2006**. Due to delays in mail delivery, the preferred method to submit questions is by email or FAX:

C. How to Submit Questions

All questions regarding the RFA shall be submitted in writing by mail, email, or FAX to:

CA Department of Health Services
Children's Medical Services Branch
Attention: HRIF RFA
1515 K Street – Suite 400
Sacramento, CA 95814

Email: dgosch@dhs.ca.gov (Debbie Gosch)
FAX: (916) 327-5743

The correspondence shall clearly identify the organization submitting the question(s). The envelope shall clearly state the following:

“QUESTIONS REGARDING THE HRIF RFA”

D. Responses to Questions

All questions received by the CMS Branch shall be answered in writing and once signed by the Chief, CMS Branch, or designee, will become official State responses. The written responses will be emailed to the Applicant's contact person for the agency by **4:00 p.m. on March 10, 2006**. Any oral or informal inquiries and responses made will not in any way bind or obligate the State or otherwise extend any deadline in the RFA process.

E. Teleconference

CDHS will conduct a voluntary Pre-Application Teleconference **from 10:00 a.m. to 12:00 noon, on March 8, 2006**.

The purposes for the teleconference are to 1) allow prospective Applicants to ask questions about the services sought or the RFA requirements, and 2) share the answers to general questions and inquiries received before and during the conference.

To participate in the teleconference, use a touch-tone to dial **1-877-985-5470** and then enter the following participant access code: **201165**. Prospective Applicants are encouraged to participate in the voluntary Application Teleconference. CDHS reserves the right not to repeat information for participants that join the teleconference after it has begun.

Prospective teleconference participants are requested to call Debbie Gosch at (916) 322-8719 by 4:00 p.m. on March 3, 2006 to indicate their likely intent to participate in the teleconference.

Spontaneous verbal remarks provided in response to questions/inquiries at the pre-application teleconference are unofficial and are not binding on CDHS unless later confirmed in writing.

Carefully review this RFA before the teleconference date to familiarize yourself with the qualification requirements, scope of work and Application content requirements. Prospective Applicants are encouraged to have their copy of the RFA available for viewing during the conference.

If CDHS is unable to respond to all inquiries received before and/or during the teleconference, CDHS will provide written answers shortly thereafter. CDHS reserves the right to determine which inquiries will be answered during the teleconference and which will be answered later in writing.

F. Reasonable Accommodations

For individuals with disabilities, the CDHS will provide assistive services such as conversion of the RFA, questions/answers, or other notices into Braille, large print, audiocassette, or computer disk. To request copies of written materials in an alternate format, please call Debbie Gosch at (916) 322-8719 to arrange for reasonable accommodation.

NOTE: The range of assistive services available may be limited if requests are received less than ten State working days prior to the teleconference date or requestors cannot allow ten or more State working days prior to date the alternate format material is needed.

VI. SCOPE OF WORK

A. Service Overview

The Contractor agrees to provide to the California Department of Health Services (CDHS) the services described in **Exhibit A: Scope of Work**. (See Exhibit A for a detailed description of the HRIF Coordinator's roles and responsibilities.)

B. Service Location

The services shall be performed at the Contractor's facility(s) where HRIF services are provided.

C. Service Hours

The services shall be provided during normal hospital administrative working hours, Monday through Friday, excluding national holidays.

D. Project Representatives

The project representatives during the term of this agreement will be identified on the following **Contract Information Form: Exhibit J**. Each Applicant must complete the "Contractor" portion of Attachment 8 and submit it with the Application.

E. HRIF Coordinator Requirements

As described in the Scope of Work, the HRIF Coordinator will need to meet the following requirements prior to the Contract being fully executed:

1. The HRIF Coordinator will be a CCS paneled provider and shall be licensed as a Registered Nurse, Medical Social Worker, Occupational Therapist, Physical Therapist or a Psychologist. **Exhibit M: Individual Provider Paneling Application for Allied Health Care Professionals** is attached for use by those Applicants that need to panel the HRIF Coordinator prior to Contract execution.
2. The HRIF Coordinator should have at least two (2) years experience in a Regional or Community NICU; one (1) year of which should be in an HRIF program -- as a discharge planner for an NICU and/or in a community-based Medically Vulnerable Infant Program. This experience may have been at a comparable out-of-state facility.

F. HRIF Coordinator Responsibilities and Employment

1. The HRIF Coordinator will be responsible for providing the services as described in Exhibit A: Scope of Work.
2. There shall be one HRIF Coordinator who will be employed for up to one (1) full time equivalent (FTE) position.
3. The HRIF Coordinator position will be paid through the Contract. The HRIF Coordinator shall not use the fee-for-service billing codes found in the CCS program SCG 06 for reimbursement for any services provided under this Contract.

VII. Application Submission Process

A. General Instructions

1. Develop the Application by following all RFA instructions and or clarifications issued by CDHS.
2. Before submitting your Application, seek timely written clarification of any requirements or instructions that you believe to be vague, unclear or that you do not fully understand.
3. Arrange for the timely delivery of your Application package to the address specified in this RFA. Do not wait until shortly before the deadline to submit your Application.

B. Examination of the Work

1. Applicants shall carefully examine the entire RFA, any addenda thereto, all related materials, and data referenced in the RFA or otherwise available, and shall become fully aware of the nature and location of the work, the quantities of the work, and conditions to be encountered in performing the work.
2. If an Applicant discovers any problem, including any ambiguity, conflict, discrepancy, omission, or error in this RFA, the Applicant shall immediately notify the CMS Branch of such problem in writing and request clarification.
3. If an Applicant submits an Application without notifying the CMS Branch prior to such submission of any problem, including any ambiguity, conflict, discrepancy, omission, or error known to the Applicant, or if any such problem should have been reasonably known to the Applicant, the Applicant shall have done so at his/her own risk. In addition, if awarded the Contract, the successful Applicant shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

C. Format Requirements

Each Applicant shall submit:

1. An originally signed copy of the Application Cover Page (Attachment 1)
2. An originally signed copy of the Certification of Agreement Checklist (Attachment 2)
3. The Payee Data Record (Attachment 3)
4. The Budget Detail Worksheet – (Attachments 4-I, 4-II, and 4-III).
5. The List of the CCS Approved NICUs for which the Applicant provides HRIF services (Attachment 5).
6. The HRIF Coordinator's Curriculum Vitae/Resume (Attachment 6).
7. An originally signed copy of the Contractor Certification Clauses (Attachment 7).
8. An originally signed copy of the Contractor Information Form Attachment 8).

D. Application Submission Date

1. The Applicant shall submit the Application by **4:00 p.m. on .March 17, 2006** to:

CA Department of Health Services
Children's Medical Services Branch
Attention: HRIF RFA
1515 K Street, Suite 400
Sacramento, CA 95814

2. Applicants are cautioned to **allow sufficient delivery time for mailing the Application.**
3. Any Application received after the specified time and date will be rejected by the State. It is the sole responsibility of the Applicant to ensure that CMS Branch receives the Applications prior to the required time and date. No exceptions shall be made.

E. Application Submission Requirements

1. All Applications and other submissions shall be submitted in 12 point font, on three hole punched, 8 ½ " by 11", white bond paper, with one inch margins, no less than standard single spacing, with pages numbered sequentially.
2. The outside of each package shall be marked to identify the contents along with the name of the Applicant and the statement:

"HIGH RISK INFANT FOLLOW UP PROGRAM RFA"

3. Applicants who have Applications hand delivered to CMS shall receive a receipt at the time of delivery. Receipts shall be mailed to Applicants for those Applications received through the mail. The CDHS receipt shall be the only acceptable proof that material was delivered timely.
4. In submitting an Application, all Applicants agree that they authorize the State to verify any and all claimed information.

5. Applications shall be complete when submitted. No changes, modifications, corrections, or additions shall be made to the Applications once they are filed with CDHS.

F. Confidentiality and Proprietary Information

Within the constraints of applicable law, the CDHS shall use its best efforts not to publicly release any information contained in Applications that are privileged under Evidence Code 1040 (privileged official record and 1060 privileged trade secret) and that are clearly marked “Confidential” or information protected under the Information Practices Act.

G. Cost Section/Budget

The Applicant shall submit a budget with detailed projections on how funds shall be spent during each fiscal year of the Contract by completing **Attachment 4: Budget Detail Worksheets – Attachments 4-I, 4-II, and 4-III**. The budget should be a plan of operation for the HRIF program stated in financial terms. The budget forms the basis for contract management and fiscal control. The budget shall be in line item format, showing the basis for computation of the cost and rounded to whole dollars. All components and items of the budget shall be identified with sufficient clarity to permit evaluation.

A budget justification narrative shall be submitted with the budget. This narrative shall support each line item contained in the budget and include a summary of responsibilities for each budgeted position. It is extremely important that the budget included in the Application/Contract is both supportive of the scope of work and clearly understandable in its own right.

Submit the budget for each fiscal year of the proposed Contract in the following format. **A budget submitted in any other format shall not be accepted.**

1. Budget

a. Personnel Expenses

- (1) Personnel Expenses: The personnel expense line item must identify the HRIF Coordinator position to be funded under this RFA, the salary range for the position, the percent of the time the position shall be providing services to be funded under the RFA, and the resulting cost.
- (2) Fringe Benefits: Indicate the total amount of fringe benefits and express the percentage rate of the fringe benefits as a total of annual personnel service costs.

b. Operating Expenses

Allowable operating expenses shall be those expenditures exclusive of personnel services and benefits necessary for the performance of the contract terms that are not chargeable to the indirect expenses line item. Such expenses shall be contract-related and incurred during the term of the Contract. The following categories of operating expenses shall be identified:

- (1) General Expenses: This includes all costs that are general to the operation of the project and that are not identified as equipment, travel, subcontract or other cost. Examples of such expenses are office supplies, equipment maintenance, telephone, postage, answering service fees and other consumable items.
- (2) Space Rent/Lease: The costs of office or agency rental or lease shall be identified according to the total square feet, the cost per square footage, and the percent of time being used for Contract funded activities.
- (3) Printing: Identify the costs of printing, duplication and reproduction of materials used under the Contract.
- (4) Equipment Rental: Rental or leased equipment shall be budgeted as an operating expense.
- (5) Travel and Per Diem: Program staff travel budget shall be based on the position's duties in relation to the scope of work. State funds shall not be used for out-of-state travel. Include travel and per diem costs for meetings and other activities required in the RFA. The State periodically establishes and adjusts travel rates and fees for state employees. Reimbursement for travel costs may not exceed State rates. See **Exhibit G: Travel Reimbursement Information**.
- (6) Training: Staff development (training) may be budgeted. Registration fees, travel, and per diem for staff development shall be justified. No out-of-state training shall be allowed. Prior state approval is not required to attend conferences or training related activities in the Scope of Work.

c. Equipment Expenses

- (1) Equipment used solely for program activities may be budgeted if it is essential to the implementation and operation of the program. Contract funds shall not be used to reimburse the Applicant for equipment already purchased. All equipment purchased in whole or in part with State contract funds is the property of the State government and shall be tagged with State property identification tags.
- (2) Equipment purchases may be authorized for CDHS contracts. Items with a unit cost of more than \$5,000 shall be shown in the Equipment Expenses line item and shall require written justification and State

authorization in writing before purchases can be made. Items with a unit cost of less than \$5,000 or having normal useful life of less than four years are not considered equipment and shall be included in the Other Expenses line item.

d. Indirect Expenses

Indirect costs represent a fixed percentage of personnel costs, including benefits. The fixed percentage cannot exceed twenty-two (22) percent.

e. Other Expenses

- (1) Expenses that are not operating costs but are related to program operations and the provision of services shall be identified under Other Expenses. Examples of other expenses include equipment or furniture with a base unit cost of less than \$5,000 and a useful life of less than four years.
- (2) Consultant Services: Consultant services are those services provided to the Applicant on a contractual basis by individuals who are not employees of the Applicant. Consultants shall be used only for activities directly related to activities contained in the RFA. The use of a consultant shall be clearly defined in the Budget Justification Narrative and in the Scope of Work.

2. Budget Justification Narrative

As part of Attachment 4, submit a **Budget Justification Narrative** which includes information that supports the anticipated expenses identified in the budget for the first three years of this Application. Briefly explain and justify each budget line item. The entire budget justification narrative shall be no more than three pages in length.

- a. For personnel, summarize and justify the duties and functions by job category for each classification and justify the FTE percentage claimed.
- b. For operating expenses, explain and justify the inclusion of each item and briefly summarize the rationale and assumptions used in estimating the cost for each item.
- c. For other expenses, summarize the consultant responsibilities and other expenses related to program operations or the provision of services and relate these to specific activities in the scope of work.

VIII. HRIF Application Evaluation and Selection Process

- A. Shortly after the Application submission deadline, CDHS staff will review each Application for timeliness, completeness and responsiveness to the RFA requirements. **This is a pass/fail evaluation.**
- B. To pass this evaluation, the Applicant must agree to all qualification requirements specified on the Certification of Agreement Checklist (Attachment 2).
- C. If deemed necessary, DHS may collect additional documentation (i.e., missing forms, missing data from RFA attachments, missing signatures, etc.) from an Applicant in order to confirm the claims made on the Certification of Agreement Checklist and to ensure that the Application is responsive to the RFA requirements.
- D. In addition to any condition previously indicated in this RFA, the following occurrences may cause DHS to deem an Application non-responsive:
 - 1. Failure of an Applicant to meet Application format/content or submission requirements including, but not limited to packaging and timely and proper delivery.
 - 2. If an Applicant submits an Application that is conditional, materially incomplete or contains material defects, alterations or irregularities of any kind.
 - 3. If an Applicant supplies false, inaccurate or misleading information or falsely certifies compliance on any RFA attachment.
 - 4. If DHS discovers, at any stage of the Application process or upon Contract award, that the Applicant is unwilling or unable to comply with the Contract terms, conditions and exhibits cited in this RFA or the resulting Contract.
 - 5. If other irregularities occur in an Applicant response that is not specifically addressed herein (i.e., the Applicant places any conditions on performance of the SOW, submits a counter Application, etc.).

IX. Contract Terms and Conditions

- A. The successful Applicants must enter into a written Contract with CDHS that contains portions of the Applicant's Application, i.e., Scope of Work, budget, standard contract provisions, the contract forms and the attachments and/or exhibits identified in the RFA. Other exhibits, not identified herein, may also appear in the resulting Contract.
- B. The exhibits/attachments identified in this section contain Contract terms that require strict adherence to various laws and contracting policies. An Applicant's unwillingness or inability to agree to the proposed terms and conditions shown below or contained in any exhibit identified in this RFA may cause CDHS to deem an Applicant non-responsive and ineligible for an award. CDHS reserves

the right to use the latest version of any form or exhibit listed below in the resulting agreement if a newer version is available.

- C. The exhibits identified below illustrate many of the terms and conditions that may appear in the final agreement between CDHS and the successful Applicant. Other terms and conditions, not specified in the exhibits/attachments identified below, may also appear in the resulting agreement. Some terms and conditions are conditional and may only appear in an agreement if certain conditions exist (i.e., contract total exceeds a certain amount, federal funding is used, etc.).
- D. In general, CDHS will not accept alterations to the General Terms and Conditions (GTC), CDHS' Special Terms and Conditions, the Scope of Work, other exhibit terms/conditions, or alternate language that is proposed or submitted by a prospective Contractor. CDHS may consider an Application containing such provisions "a counter Application" and CDHS may reject such an Application as non-responsive.
- E. Sample Contract Forms/Exhibits

Some of the following Contract Forms and Exhibits are attached to this RFA for your information.

Exhibit Label	Exhibit Name
1. Exhibit A1	Standard Agreement (1 page)
2. Exhibit A	Scope of Work (5 pages)
3. Exhibit B	Budget Detail and Payment Provisions (4 pages) Attachments 4-I, 4-II, and 4-III (1 page each)
4. Exhibit C	General Terms and Conditions (GTC 1005). View or download this exhibit at this Internet site: http://www/ols.dgs.ca.gov/StandardLanguage/default.htm
5. Exhibit (D) (F)	Special Terms and Conditions (26 pages)
6. Exhibit E	Additional Provisions (4 pages)
7. Exhibit F	Contractor's Release (1 page)
8. Exhibit G	Travel Reimbursement Information (2 pages)
9. Exhibit H	HIPAA Business Associate Addendum (6 pages)
10. Exhibit I	Contractor Certification Clauses (2 pages)
11. Exhibit J	Contract Information Form (1 page)

F. Contract Implementation

The CDHS shall implement a Contract resulting from this RFA through a single administrator, called the Contracting Officer. The Contracting Officer shall be appointed by the Director of CDHS. The Contracting Officer, on behalf of CDHS, shall make all determinations and take all actions as are appropriate under this Contract, subject to the limitations of applicable federal and State laws and

regulations. The Contracting Officer may delegate his/her authority to act to an authorized representative through written notice to the Contractor.

The Contractor shall designate a single administrator, hereafter called Contractor's Representative. The Contractor's Representative, on behalf of the Contractor, shall make all determinations and take all actions as are appropriate to implement the Contract, subject to the limitations of the contract, federal, and State laws and regulations. The Contractor's Representative may delegate his/her authority to act to an authorized representative through written notice to the Contracting Officer. The Contractor's Representative shall be empowered to legally bind the Contractor to all agreements reached with CDHS. The Contractor's Representative shall be designated in writing by the Contractor. Such designation shall be submitted to the Contracting Officer.

The Contract and amendments determine the work required of the Contractor and the terms and conditions under which the work shall be performed. In the event there are any inconsistencies or ambiguities between the Contract, the RFA, or the Contractor's Response, the Contract will govern over the RFA and Contractor's Response except in those instances where the Contractor's Response has offered to meet more stringent requirements than those required in the Contract and the Department has indicated, in writing, its approval of the more stringent requirements. In these cases, the Contractor's Response shall prevail, only in case of the more stringent and Department-approved requirements.

G. Governing Authorities

The Contract shall be governed and construed in accordance with Health and Safety Code 123975 and 124115 through 124120.5 and all other applicable laws and regulations. Any provisions of the Contract which are in direct conflict with the above provision(s) of law or laws and regulations pertaining to soliciting a Contractor for purposes of carrying out the provisions of the Contract shall be amended to conform to the provisions of those laws and regulations. Such amendment of the Contract shall be effective on the effective date of the statute(s) or regulations necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

Failure to comply with such amendments shall constitute grounds for termination of this Contract. The parties shall be bound by the terms of the amendments until the effective date of the termination.

H. State Authority

The sole authority to establish, define, or determine the reasonableness, necessity, and level and scope of services administered through the Contract; or

payment for such services; and the eligibility of children or providers to participate in the HRIF Program shall reside with CDHS. The sole authority to establish or interpret policy and its Application related to the above areas shall reside with CDHS.

I. Unanticipated Tasks

In the event unanticipated or additional work must be performed that is not identified in this RFA, but in CDHS' opinion is necessary to successfully accomplish the scope of work, CDHS will initiate a contract amendment to add that work. All terms and conditions appearing in the final Contract including the salary/wage rates, unit rates and/or other expenses appearing on the Applicant's Budget Detail will apply to any additional work.

J. Resolution of Language Conflicts (RFA versus Final Agreement)

If an inconsistency or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions appearing in this RFA, any inconsistency or conflict will be resolved by giving precedence to the final agreement.

K. Allowable Informal Scope of Work Changes

1. The Contractor or the State may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement.
2. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of Contract deliverables and modifications to anticipated completion/target dates.
3. Informal SOW changes processed hereunder shall not require a formal agreement amendment; provided the Contractor's annual budget does not increase or decrease as a result of the informal SOW change.
4. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the State.

L. State Approval of Program Staff

The Contractor shall notify the Contract Manager, in writing, immediately and negotiate any proposed changes of any program staff identified in the SOW. The CDHS Contract Manager reserves the right to approve or disapprove any proposed staff designated by the Contractor. Continued designation of a disapproved staff may constitute grounds for termination of the Agreement or reduction of the Agreement amount by the amount of the disapproved staff's salary, at the option of the Contract Manager.

X. Application Requirements and Information

A. Who Can Appeal

Only Applicants who submit an Application may file a appeal if the unsuccessful Applicant believes its Application is responsive to all RFA requirements. The receipt of a appeal shall not hinder, delay, or prevent an award to other successful Applicants.

B. Appeal Time Lines

Within **seven (7)** calendar days after CDHS posts the Notice of Intent to Award, the appellant must file a full and complete written appeal identifying the specific grounds for the appeal. The statement must contain, in detail, the reasons, law, rule, regulation, or practice that the appellant believes CDHS has improperly applied in awarding the Contract.

C. Submitting an Appeal

Appeals may be hand delivered, mailed or faxed. Faxed appeals must be followed-up by sending an original signed appeal, with all supporting material, within one (1) calendar week of submitting the faxed appeal. All appeals must be labeled: **Appeal to CDHS HRIF RFA**

The appeal shall be mailed to:

CA Department of Health Services
Children's Medical Services Branch
Attention: HRIF RFA
1515 K Street, Suite 400
Sacramento, CA 95814

Or Faxed to:

Children's Medical Services Branch
FAX: (916) 327-1123

D. Inspecting or Obtaining Copies of Applications

1. Who Can Inspect or Copy Application Materials

Any person or member of the public can inspect or obtain copies of any Application materials.

2. What Can be Inspected/Copied and When

On or after CDHS posts the Notice of Intent to Award, all Applications, checklists and/or scoring information become public records. These records shall be available for review, inspection and copying during normal business hours.

3. Inspecting or Obtaining Copies of Applicant Materials

Persons wishing to view or inspect any Application or award related materials must identify the items they wish to inspect and must make an inspection appointment by contacting Debbie Gosch at (916) 322-8719.

Unless waived by CDHS, a copying cost of ten cents per page will be charged.

XI. CDHS RIGHTS

In addition to the rights discussed elsewhere in this RFA, CDHS reserves the following rights:

A. RFA Corrections

CDHS reserves the right to do any of the following up to the Application submission deadline:

1. Modify any date or deadline appearing in this RFA or the RFA Time Schedule.
2. Issue clarification notices, addenda, alternate RFA instructions, forms, etc.
3. Waive any RFA requirement or instruction for all Applicants if CDHS determines that the requirement or instruction was unnecessary, erroneous or unreasonable. If deemed necessary by CDHS, CDHS may also waive any RFA requirement or instruction after the Application submission deadline.
4. Allow Applicants to submit questions about any RFA change, correction or addenda. If CDHS allows such questions, specific instructions will appear in the cover letter accompanying the document

B. Collecting Information from Applicants

If deemed necessary, CDHS may request an Applicant to submit additional documentation during or after the Application review and evaluation process. Failure to submit the required documentation by the date and time indicated may cause CDHS to deem an Application non-responsive.

C. Immaterial Application Defects

CDHS may waive any immaterial defect in any Application and allow the Applicant to remedy those defects. CDHS reserves the right to use its best

judgment to determine what constitutes an immaterial deviation or defect. CDHS' waiver of an immaterial defect in an Application shall in no way modify this RFA or excuse an Applicant from full compliance with all RFA requirements.

D. No Contract Awards or RFA Cancellation

The issuance of the RFA does not constitute a commitment by CDHS to award a Contract. CDHS reserves the right to reject all Applications and to cancel this RFA if it is in the best interests of CDHS to do so.

E. Contract Amendments after Award

As provided in the Public Contract Code governing contracts, the CDHS reserves the right to amend the Contract after CDHS makes a Contract Award.

F. Staffing Changes after Contract Award

CDHS reserves the right to approve or disapprove changes in key personnel that occur after CDHS awards the Contract.

XII. EXHIBITS

Exhibit A1: Standard Agreement

Exhibit A: Scope of Work

Exhibit B: Budget Detail and Payment Provisions

Exhibit C: General Terms and Conditions (GTC 1005).

View or download at this Internet site:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

Exhibit D (F): Special Terms and Conditions

Exhibit E: Additional Provisions

Exhibit F: Contractor's Release

Exhibit G: Travel Reimbursement Information

Exhibit H: HIPAA Business Associate Addendum

Exhibit I: Contractor Certification Clauses

Exhibit J: Contract Information Form

Exhibit K: CCS Approved NICUs: Regional, Community and Intermediate

Exhibit L: CCS Program Service Code Groupings 06 – HRIF Program

Exhibit M: Individual Provider Paneling Application for Allied Health Care Professionals

<http://www.dhs.ca.gov/publications/forms/pdf/dhs4515.pdf>

XIII. APPLICATION ATTACHMENTS

- Attachment 1: Application Cover Page**
- Attachment 2: Certification of Agreement Checklist**
- Attachment 3: Payee Data Record**
- Attachment 4: Budget Detail Worksheet – Attachments 4-I, 4-II, and 4-III**
- Attachment 5: List of CCS Approved NICUs for which the Applicant Provides HRIF Services**
- Attachment 6: HRIF Coordinator Curriculum Vitae/Resume**
- Attachment 7: Contractor Certification Clauses**
- Attachment 8: Contract Information Form**